

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER

PAGE 1 of

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NO. 52-PAPT-3-01016	6. SOLICITATION ISSUE DATE 08/18/03
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Dora Sanders		b. TELEPHONE NUMBER (No collect calls) (703) 305-8465	8. OFFER DUE DATE/ LOCAL TIME 09/18/03, 3:00 pm EST

9. ISSUED BY:	CODE	HAAM-30	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	
U.S. Patent and Trademark Office Office of Procurement PK-1, Suite 810 (MAIL) P.O. Box 1450 Alexandria, VA 22313-1450 2011 Crystal Drive, Crystal Park 1, Suite 810 Arlington, VA 22202 (HAND DELIVER)			<input type="checkbox"/> UNRESTRICTED	<input checked="" type="checkbox"/> SEE SCHEDULE	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
			<input checked="" type="checkbox"/> SETASIDE:100% FOR SMALL BUSINESS	<input checked="" type="checkbox"/>		13b. RATING DO-A8
			<input type="checkbox"/> SM . DIS BUSINESS			
			<input type="checkbox"/> 8(A)			14. METHOD OF SOLICITATION
			NAICS: 485210	<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
			SIZE STANDARD:			

15. DELIVER TO	CODE		16. ADMINISTERED BY	CODE	
See Block 9			See Block 9		

17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	
				U.S. Patent and Trademark Office Office of Finance – Mail Stop 17 P.O. Box 1450 Alexandria, VA 22313-1450			
TELEPHONE NO.							

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE
	USPTO Shuttle Bus Support Services – see addendum <i>(Attach Additional Sheets as Necessary)</i>			

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES FAR 52.212-1. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES FAR 52.212-1. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES ___ TO See Sec.A.3.12.1 , CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE _____ OFFER\ <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
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32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
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32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (Print)	
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		42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

P A R T I

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

The contractor shall furnish all vehicles, fuel, drivers, driver supervision, maintenance, equipment, and operating supplies, and shall perform all services necessary to provide passenger shuttle bus service entitled "United States Patent and Trademark Office (USPTO) Shuttle Bus Service". This shuttle bus service will be provided daily (Monday through Friday), except on Federal holidays and other non-work days or official closings observed by the Federal Government at the United States Patent and Trademark Office.

USPTO is seeking price information for three different sizes of shuttle buses, for the base year and option periods. The total of all CLINs will be used for evaluation purposes. See Section C for the description and scope of work. All CLINs will be counted for evaluation purposes. The USPTO reserves the right to order any CLIN or combination of CLINs as needed by the USPTO in any given year. Shuttle schedules and size of shuttle vehicles subject to change, at the request of USPTO.

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF PRICES

SHUTTLE BUS SUPPORT SERVICES

BASE YEAR: December 1, 2003 through November 30, 2004

CLIN	DESCRIPTION	QUANTITY 1 Month	PRICE	QUANTITY 12 Months	PRICE
0001	25 Passenger Bus		\$		\$
0002	37 Passenger Bus		\$		\$
0003	47 Passenger Bus		\$		\$

OPTIONAL TASK

		QUANTITY	PRICE
0004	25 Passenger Bus	Hourly Rate	\$
0005	37 Passenger Bus	Hourly Rate	\$
0006	47 Passenger Bus	Hourly Rate	\$

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**B.2 SCHEDULE OF PRICES****SHUTTLE BUS SUPPORT SERVICES****OPTION YEAR 1: December 1, 2004 through November 30, 2005**

CLIN	DESCRIPTION	QUANTITY	PRICE	QUANTITY	PRICE
		1 Month		12 Months	
1001	25 Passenger Bus		\$		\$
1002	37 Passenger Bus		\$		\$
1003	47 Passenger Bus		\$		\$

OPTIONAL TASK

		QUANTITY	PRICE
1004	25 Passenger Bus	Hourly Rate	\$
1005	37 Passenger Bus	Hourly Rate	\$
1006	47 Passenger Bus	Hourly Rate	\$

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**B.3 SCHEDULE OF PRICES****SHUTTLE BUS SUPPORT SERVICES****OPTION YEAR 2: December 1, 2005 through November 30, 2006**

CLIN	DESCRIPTION	QUANTITY	PRICE	QUANTITY	PRICE
		1 Month		12 Months	
2001	25 Passenger Bus		\$		\$
2002	37 Passenger Bus		\$		\$
2003	47 Passenger Bus		\$		\$

OPTIONAL TASK

		QUANTITY	PRICE
2004	25 Passenger Bus	Hourly Rate	\$
2005	37 Passenger Bus	Hourly Rate	\$
2006	47 Passenger Bus	Hourly Rate	\$

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS**B.4 SCHEDULE OF PRICES****SHUTTLE BUS SUPPORT SERVICES****OPTION YEAR 3: December 1, 2006 through November 30, 2007**

CLIN	DESCRIPTION	QUANTITY	PRICE	QUANTITY	PRICE
		1 Month		12 Months	
3001	25 Passenger Bus		\$		\$
3002	37 Passenger Bus		\$		\$
3003	47 Passenger Bus		\$		\$

OPTIONAL TASK

		QUANTITY	PRICE
3004	25 Passenger Bus	Hourly Rate	\$
3005	37 Passenger Bus	Hourly Rate	\$
3006	47 Passenger Bus	Hourly Rate	\$

SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.5 SCHEDULE OF PRICES

SHUTTLE BUS SERVICES

OPTION YEAR 4: December 1, 2007 through November 30, 2008

CLIN	DESCRIPTION	QUANTITY 1 Month	PRICE	QUANTITY 12 Months	PRICE
4001	25 Passenger Bus		\$		\$
4002	37 Passenger Bus		\$		\$
4003	47 Passenger Bus		\$		\$

OPTIONAL TASK

		QUANTITY	PRICE
4004	25 Passenger Bus	Hourly Rate	\$
4005	37 Passenger Bus	Hourly Rate	\$
4006	47 Passenger Bus	Hourly Rate	\$

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The contractor shall provide the following service:

A. Starting on the contract effective date, the contractor shall place in service under this contract new 2002 or 2003 model year passenger buses, equipped to the minimum specifications stated in Section J, Attachment 1. These passenger buses shall be the primary vehicles for services rendered under this contract and shall be compliant with 49 CFR Part 38--Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles. Shuttle bus passengers will be badged USPTO employees and contractors. Shuttle bus drivers must verify passenger's badged identification.

B. No later than the contract effective date, the contractor shall deliver to the Contracting Officers Technical Representative (COTR):

1. A copy of the passenger buses purchase or lease agreements.
2. A copy of the manufacturer's and, if appropriate, the lessee's vehicle maintenance schedules.
3. Identifying information for the cellular telephones, identified in Section J, Attachment 1.
4. A Certificate of Insurance for the amount specified in Section J, Attachment 1. The Certificate of Insurance shall be forwarded to:

United States Patent and Trademark Office
Office of Procurement
PK-1, Suite 810
P.O. Box 1450
Alexandria, VA 22313-1450

C. During the period of the contract, the contractor shall provide regular route shuttle bus service. The shuttle bus service shall provide two passenger buses between the United States Patent and Trademark Offices (USPTO), 2121 Crystal Drive, Arlington, VA and the USPTO's new Carlyle Campus, 400 Dulany Street, Alexandria, Virginia, 22313. The regular route shuttle bus service shall be provided Monday through Friday, not including Federal holidays, in accordance with the USPTO Regular Route Shuttle Bus Service Schedule in Section J, Attachment 2.

The arrival/departure point in Crystal City, Arlington, VA, will be in front of Crystal Park Building #2, located at 2121 Crystal Drive. This shuttle bus will make one other Crystal City stop at Crystal Plaza #2 at 20th Street and continue to the Carlyle campus.

The arrival/departure point in Alexandria, VA, will be in front of the Remsen Building, located at 400 Dulany Street, Alexandria, VA. The clock at the security desk located in the Remsen

building, first floor lobby, shall be the official clock to determine shuttle bus arrival/departure times.

Beginning in October/November 2004, an additional stop will be added in Crystal City, Arlington, VA, in front of the South Tower Building, located at 2900 Crystal Drive.

D. Special Events – USPTO will require additional shuttle buses for special events. The contractor will be advised of the exact event and requested size of shuttle bus(es), at least two (2) days in advance of the passenger shuttle bus schedule change.

E. The contractor is required to document each trip in a daily trip log. The drivers shall maintain a log of departure time, arrival time, and the number of riders for each trip. The contractor may use a daily log format similar to the log in Section J, Attachment 3. The trip log shall be completed and signed by the drivers at the end of each day. Daily logs shall be delivered once each week to the COTR in accordance with Section F – Deliveries or Performance.

F. The Contractor shall provide properly maintained shuttle vehicles, and make available a copy of the maintenance records upon request of the USPTO.

The shuttle buses will be equipped with a climate control system (heat and air conditioning). The shuttle buses must remain free of dirt and debris and present an appearance suitable for professional services. In addition, the drivers' appearance and conduct shall meet a similar professional standard.

The special bus equipment listed in Section J – Attachment 1, shall be accessible and functional at all times. The contractor shall repair or replace this equipment as necessary.

In the event of a delayed or missed schedule trip, due to passenger bus breakdown, road emergencies, severe weather conditions or similar situations, the contractor shall notify the COTR. Notification shall be within 10 minutes. The telephone number of the COTR is to be determined. If a live person does not answer the telephone number, the contractor must notify USPTO security desk on 703/306-9000.

G. In the event of a bus breakdown, a replacement bus of equal or better characteristics shall be on-site to assume the bus schedule within one (1) hour of the reported incident. During inclement weather, upon notification of Federal Government closure, the contractor will continue to provide shuttle bus services until two hours after the closure time.

H. In the event contract option years are executed, results from the performance standards and quality assurance plan will determine if the contractor will be required to replace the shuttle buses. Passenger shuttle buses shall be reliable, clean, and any additional or

substitute vehicles used in the performance of this contract shall be 25, 37, or 47 passenger shuttle buses, not more than 3 model years old.

I. USPTO reserves the right to request a change in the shuttle bus schedule and/or the size of shuttle buses based on rider participation. If a 25-passenger shuttle bus is not adequate, the COTR will notify the vendor to provide a larger size bus (37 or 47 passenger bus) in lieu of the 25-passenger bus within 30 day's notice, or give contractor time by allowing a temporary vehicle until the "PTO-specified" vehicle can be procured. USPTO must satisfy the needs of its employees and must have the flexibility to request a change in the size of shuttle buses.

SECTION D – PACKAGING AND MARKING

There are no requirements for this section.

SECTION E – INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review and acceptance by the government.

SECTION F – DELIVERIES OR PERFORMANCE

Period of Performance

All services required shall be completed within 12 months after the effective date of the contract. The government may execute four (4) additional twelve (12) month options. The total period of performance, including all options, shall not exceed 5 years.

52.217-9 Option to Extend the Term of the Contract (March 2000)

- (a) The government may extend the term of this contract by written notice to the contractor within 30 days of contract expiration; provided that the government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the government to an extension.
- (b) If the government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

Place of Delivery

- A. The first workday of each week, the signed daily logs cited in Section C, Item E, of the previous week shall be delivered to the COTR at:

TO BE DETERMINED

- B. Documentation of all bus and equipment repair/maintenance receipts cited in Section C, Item F, shall be delivered to the COTR at the address above.
- C. The place invoices shall be delivered is stated in Section G.

SECTION G – CONTRACT ADMINISTRATION DATA

Invoice Requirements

Invoices shall be submitted in an original and three copies to the following address:

United States Patent and Trademark Office
Office of Finance – Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450

To constitute a proper invoice, the invoice must include the following information as identified in **52.212-4 Contract Terms and Conditions - - Commercial Items (May 2001)** (see Section I)

Invoice Submission Schedule and Invoice Payment

The contractor shall submit monthly invoices to the above address, in an amount equal to 1/12th of the price-per-period stated in Section B of this contract for the CLINs ordered.

Contracting Officer's Technical Representative (COTR)

The Contracting Officer has designated To be Determined as the Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the government or authorize any changes, which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The Contracting Officer shall authorize any such revision in writing.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

52.217-8 Option to Extend Services (November 1999)

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor.

PERFORMANCE STANDARDS AND QUALITY ASSURANCE PLAN

This is a performance based service contract.

The contractor shall perform in accordance with the Statement of Work and the following performance standards.

Definitions

Performance Standards: Minimum required level of service.

Acceptable Quality Level: Maximum allowable variation from the standard.

Quality Assurance Plan: How the government will measure the contractor's performance against the performance standards.

Performance Requirements

1. The contractor shall provide properly maintained shuttle vehicles and make available a copy of the maintenance records upon request of USPTO.

Performance Standards	Submit documentation within 24 hours of request to the USPTO
Acceptable Quality Level	Submit documentation within 3 business days of the due date
Quality Assurance Plan	Confirm 100% compliance to maintenance schedule

2. Submit a copy of the Certificate of Insurance for the vehicle. Based on the renewal date of the insurance, the contractor shall submit the insurance renewal.

Performance Standards	Submit insurance document on the due date
Acceptable Quality Level	Submit insurance document within 3 business days of the due date
Quality Assurance Plan	Confirm 100% compliance to renewal schedule

3. The contractor shall maintain a daily log on the shuttles.

Performance Standards	On the first working day of each week, submit all the daily trip logs from the previous week
Acceptable Quality Level	On the third working day of each week, submit all the daily trip logs from the previous week
Quality Assurance Plan	Review the daily log to identify any issues/concerns for problems and make corrections

4. The communication equipment shall be in working order.

Performance Standards	Ensure communication equipment is in working order
Acceptable Quality Level	Immediately replace/repair nonfunctioning equipment
Quality Assurance Plan	Randomly check the shuttle communication equipment to confirm non-operating communication equipment is repaired/replaced

5. The contractor shall keep the shuttles running within the shuttle bus schedule.

Performance Standards	Inform the government once the situation develops. In the event of a bus breakdown, a replacement bus shall be on-site to assume the bus schedule within one (1) hour of the reported incident.
Acceptable Quality Level	Maintain contact with the government to update the situation.
Quality Assurance Plan	In the event of delays, ensure the notification to the COTR are timely. In the event of a bus breakdown, the COTR shall monitor that the replacement bus is on site to assume the bus schedule within one (1) hour of the reported incident. Randomly check actual bus trips to ensure the shuttle trips conform to the schedule and the shuttle stops are made only at the Crystal City USPTO and USPTO at the Carlyle Campus.

6. The shuttle buses must be operated to reflect a professional appearance.

Performance Standards	The buses must be neat and clean at all times and the driver's appearance and conduct meet a professional standard.
Acceptable Quality Level	COTR/contractor will discuss remedial action and the schedule for any follow-on compliance action.
Quality Assurance Plan	The COTR will periodically conduct random checks to insure the shuttles interior are neat and clean, the driver's routine duties are conducted professionally, and discuss any complaints with the contractor to ensure prompt response and corrective action.

Evaluation/Invoice Credit

The USPTO COTR will evaluate the contractor's performance each month on the six Performance Requirements described in Section H above. The contractor's performance will be evaluated and based on the results of the evaluation; the monthly fixed price may be adjusted.

The USPTO evaluation is as follows:

1. The COTR shall document performance discrepancies and provide the evaluation to the contractor.
2. The contractor reviews the evaluation and provides comments to the COTR.
3. The COTR determines if discrepancies exist (excluding extenuating circumstances). If discrepancies exceed the acceptable ranges cited below, the government will take a credit on the invoice covering that period of performance.

<u>Monthly Discrepancy</u>	<u>Government Receives Dollar Credit each Discrepancy</u>
0 – 2	\$0% Credit
3 – 4	\$5% Credit
5 and above	\$10% Credit

In addition to compliance with the performance standards, the contractor's performance evaluation conducted by the government will assess the contractor's performance in:

- **Adhering to the terms and conditions of the contract,
- **Demonstrating a commitment to customer satisfaction,
- **Demonstrating effective management including responsiveness to customer needs, operating with honesty and integrity, prompt notification of problems and management practices which are flexible and proactive.

PART II**SECTION I – CONTRACT CLAUSES****52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999)**

(a) Method of payment. (1) All payments by the government under this contract shall be made by electronic funds transfer.

52.232-34 Payment by Electronic Funds Transfer – Other Than Central Contractor Regulation (May 1999)

(b) Mandatory submission of Contractor's EFT information. (1) The contractor is required to provide the government with the information required to make payments by EFT (**see paragraph (j) of this clause**). The contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractors EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (May 1999)

(c) Designated Office:

United States Patent and Trademark Office
Office of Finance – Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450

Contact: [to be determined]
Telephone: [to be determined]
Fax: [to be determined]
E-mail: [to be determined]

52.212-2 Evaluation--Commercial Items

Evaluation--Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

A. Technical

Technical proposals will be evaluated on the following criteria listed in order of descending:

1. Equipment – Does the proposed equipment meet the minimum specifications listed in Section J, Attachment 1?
2. Staffing – Are the proposed primary and substitute drivers properly licensed? Is there adequate staff available for replacement/additional drivers? Do all drivers reflect a professional appearance?

B. Past Performance – Does the offeror have successful references? Contractor shall provide list of past performance for the past three years.

C. Price

The Contractor shall provide prices for all CLINs. In addition to the criteria listed above, price will be considered in the ultimate award decision.

Technical and past performance, when combined, are more important than price. USPTO is seeking price information for three different sizes of shuttle buses, for the base year and option periods. The total prices for all CLINs will be used for evaluation purposes. However, the USPTO reserves the right to order any CLIN or combination of CLINS in any given year. Shuttle schedules and size of shuttle vehicles subject to change, at the request of USPTO.

As stated above, the Government will evaluate offers for award purposes by adding the total price for the base year and all option years. The Government may determine that an offer is unacceptable if the prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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52.212-4 Contract Terms and Conditions--Commercial Items (May 2001)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy

such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check, or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders--
Commercial Items (May 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

 (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I to 52.219-5.

 (iii) Alternate II to 52.219-5.

 X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

 (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

 (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

 (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I of 52.219-23.

 (9) 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).

___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

X (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

52.252-2 Clauses Incorporated by Reference (February 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: www.arnet.gov/mainframe.htm (Click on Federal Acquisition Regulation).

52.212-1 Instructions to Offerors--Commercial Items. (Oct 2000)

Instructions to Offerors-Commercial Items (July 2003)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the

requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the

identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors.

Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-3 Offeror Representations and Certifications--Commercial Items. (May 2001)

P A R T III

SECTION J – LIST OF ATTACHMENTS

1. Vehicle Requirements
2. Regular Shuttle Passenger Bus Schedules
3. Daily Trip Log

VEHICLE REQUIREMENTS
Attachment 1

1. The primary vehicles used under this contract for provision of the passenger bus service shall be new 2002 or 2003 model buses. The shuttle buses shall have 25, or 37, or 47 passenger capacities and shall be compliant with 49 CFR Part 38—Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

Additional or substitute vehicles used in performance of this contract shall be 25, or 37, or 47 passenger shuttle buses, not more than 3 model years old.

2. Each vehicle used in performance of this contract shall be covered by liability insurance in the amount of not less than \$1,500,000 per incident.

3. Each vehicle used in performance of this contract shall be equipped with the following special equipment:

- triangular reflectors
- flares
- fire extinguisher
- first aid kit
- cellular telephone
- flashlight
- full size spare tire and jack
- climate control system

4. Each bus used in performance of this contract shall display professionally made sign(s) that state "USPTO/Carlyle Shuttle" on both sides of the bus. The signs shall be displayed in such a manner as to be visible to security personnel and boarding passengers. Aside from the contractor's name, no other signage, advertising, etc., will be displayed on or in the shuttle vehicles.

REGULAR ROUTE SHUTTLE BUS SERVICE SCHEDULE Attachment 2

One passenger shuttle bus will depart in front of Crystal Park Building #2, at 2121 Crystal Drive, Arlington, VA. This shuttle bus will make one other Crystal City stop at Crystal Plaza #2, at 20th Street, and continue to USPTO's new Carlyle campus in Alexandria, VA.

Shuttle Bus # 1 - Crystal City to Carlyle Schedule

Depart PK-2 *	Arrive CP-2 @ 20 th St.	Depart CP-2 @ 20 th St.	Arrive Carlyle	Depart Carlyle *	Arrive PK-2
7:30 AM	7:35 AM	7:35 AM	7:55 AM	8:05 AM	8:25 AM
8:30 AM	8:35 AM	8:35 AM	8:55 AM	9:05 AM	9:25 AM
9:30 AM	9:35 AM	9:35 AM	9:55 AM	10:05 AM	10:25 AM
10:30 AM	10:35 AM	10:35 AM	10:55 AM	11:05 AM	11:25 AM
11:30 AM	11:35 AM	11:35 AM	11:55 PM	12:05 PM	12:25 PM
12:30 PM	12:35 PM	12:35 PM	12:55 PM	1:05 PM	1:25 PM
1:30 PM	1:35 PM	1:35 PM	1:55 PM	2:05 PM	2:25 PM
2:30 PM	2:35 PM	2:35 PM	2:55 PM	3:05 PM	3:25 PM
3:30 PM	3:35 PM	3:35 PM	3:55 PM	4:05 PM	4:25 PM
4:30 PM	4:35 PM	4:35 PM	4:55 PM	5:05 PM	5:35 PM

** Departure times: departure times at initial departure points (PK-2 and Remsen Bdg.) are critical.*

Departure times at intermediate stops are approximate.

Arrival and departure times are largely dependent upon traffic conditions.

Schedule subject to change at the discretion of the USPTO.

The second passenger shuttle bus will depart from USPTO's new Carlyle Campus in front of the Remsen Building, located at 400 Dulany Street.

Shuttle Bus #2 - Carlyle to Crystal City Schedule

Depart Carlyle *	Arrive PK-2	Depart PK-2 *	Arrive CP-2 @ 20th St.	Depart CP-2 @ 20th St.	Arrive Carlyle
7:30 AM	7:50 AM	8:00 AM	8:05 AM	8:05 AM	8:25 AM
8:30 AM	8:50 AM	9:00 AM	9:05 AM	9:05 AM	9:25 AM
9:30 AM	9:50 AM	10:00 AM	10:05 AM	10:05 AM	10:25 AM
10:30 AM	10:50 AM	11:00 AM	11:05 AM	11:05 AM	11:25 AM
11:30 AM	11:50 PM	12:00 PM	12:05 PM	12:05 PM	12:25 PM
12:30 PM	12:50 PM	1:00 PM	1:05 PM	1:05 PM	1:25 PM
1:30 PM	1:50 PM	2:00 PM	2:05 PM	2:05 PM	2:25 PM
2:30 PM	2:50 PM	3:00 PM	3:05 PM	3:05 PM	3:25 PM
3:30 PM	3:50 PM	4:00 PM	4:05 PM	4:05 PM	4:25 PM
4:30 PM	4:50 PM	5:00 PM	5:05 PM	5:05 PM	5:25 PM

** Departure times: departure times at initial departure points (PK-2 and Remsen Bdg.) are critical.*

Departure times at intermediate stops are approximate.

Arrival and departure times are largely dependent upon traffic conditions

Schedule subject to change at the discretion of the USPTO.

USPTO/CARLYLE SHUTTLE BUSES DAILY TRIP LOGS
Attachment 3

Shuttle Bus # 1 - Crystal City to Carlyle Schedule

Depart PK-2	Arrive CP-2 @ 20 th St.	Depart CP-2 @ 20 th St.	Number of Passengers	Arrive Carlyle	Depart Carlyle	Number of Passengers	Arrive PK-2
7:30 AM	7:35 AM	7:35 AM		7:55 AM	8:05 AM		8:25 AM
8:30 AM	8:35 AM	8:35 AM		8:55 AM	9:05 AM		9:25 AM
9:30 AM	9:35 AM	9:35 AM		9:55 AM	10:05 AM		10:25 AM
10:30 AM	10:35 AM	10:35 AM		10:55 AM	11:05 AM		11:25 AM
11:30 AM	11:35 AM	11:35 AM		11:55 PM	12:05 PM		12:25 PM
12:30 PM	12:35 PM	12:35 PM		12:55 PM	1:05 PM		1:25 PM
1:30 PM	1:35 PM	1:35 PM		1:55 PM	2:05 PM		2:25 PM
2:30 PM	2:35 PM	2:35 PM		2:55 PM	3:05 PM		3:25 PM
3:30 PM	3:35 PM	3:35 PM		3:55 PM	4:05 PM		4:25 PM
4:30 PM	4:35 PM	4:35 PM		4:55 PM	5:05 PM		5:35 PM

Driver Name _____

Date _____

Driver Signature _____

Remarks _____

USPTO/CARLYLE SHUTTLE BUSES DAILY TRIP LOGS
Attachment 3

Shuttle Bus #2 - Carlyle to Crystal City Schedule

Depart Carlyle	Number of Passengers	Arrive PK-2	Depart PK-2	Arrive CP-2 @ 20th St.	Depart CP-2 @ 20th St.	Number of Passengers	Arrive Carlyle
7:30 AM		7:50 AM	8:00 AM	8:05 AM	8:05 AM		8:25 AM
8:30 AM		8:50 AM	9:00 AM	9:05 AM	9:05 AM		9:25 AM
9:30 AM		9:50 AM	10:00 AM	10:05 AM	10:05 AM		10:25 AM
10:30 AM		10:50 AM	11:00 AM	11:05 AM	11:05 AM		11:25 AM
11:30 AM		11:50 PM	12:00 PM	12:05 PM	12:05 PM		12:25 PM
12:30 PM		12:50 PM	1:00 PM	1:05 PM	1:05 PM		1:25 PM
1:30 PM		1:50 PM	2:00 PM	2:05 PM	2:05 PM		2:25 PM
2:30 PM		2:50 PM	3:00 PM	3:05 PM	3:05 PM		3:25 PM
3:30 PM		3:50 PM	4:00 PM	4:05 PM	4:05 PM		4:25 PM
4:30 PM		4:50 PM	5:00 PM	5:05 PM	5:05 PM		5:25 PM

Driver Name _____

Date _____

Driver Signature _____

Remarks _____
